



**IDAHO TRANSPORTATION DEPARTMENT (ITD)  
INVITATION TO BID (ITB)  
ITD DISTRICT SIX – RIGBY IDAHO  
JANITORIAL SERVICES AND MAINTENANCE**

**August 23, 2010  
REQUISITION # F-296430**

**Physical Address**

Idaho Transportation Department  
Business and Support Management – Purchasing Unit  
Attention: Evey McAdams  
3311 West State Street - Boise, Idaho 83703

**ALL SEALED BIDS must be received by 5:00 pm on September 16, 2010. Sealed bids will be opened at 10:30 am on September 17, 2010;** at Business and Support Management - Purchasing Unit, located at 3311 West State Street in Boise. Scope of Work: ITD is seeking proposals from qualified companies or individuals with experience in Janitorial and Maintenance services. The work shall consist of furnishing all materials, equipment, and labor for the *ITD Sage Junction POE*.

**ALL** potential responders are **REQUIRED** to attend a MANDATORY *pre-bid site inspection* on **September 9, 2010 @ 10:00 a.m.** All responders will meet at: ITD Sage Junction Port-of-Entry, located on Interstate 15 (I-15) Mile Post 143, at Roberts, Idaho. Bids submitted by contractors not in attendance will not be accepted.

*Questions are due at this time. Any verbal responses are not validated without an issued addendum. It shall be the potential responder's responsibility to view ITD's web-site for issuance of addenda.*

**ALL** questions relating to bid submission processes to this ITB shall be directed to: Evey McAdams, Grants Contract Program Specialist at 208.334.8084. **ALL technical** questions relating to the scope of work (SOW) to this ITB must be submitted in writing and sent 'via' e-mail [evey.mcadams@itd.idaho.gov](mailto:evey.mcadams@itd.idaho.gov) or facsimile (208) 332.4109

**BID SUBMISSION MUST BE RECEIVED IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN BELOW:**

**Business Name:** \_\_\_\_\_  
**Requisition #: F-296430**  
**Bid Close Date: September 16, 2010 @ 5:00 PM**  
**Bid Open Date: September 17, 2010 @ 10:30 AM**  
**Project Bidding: Janitorial and Maintenance Services – Sage Jct POE**

**FOR INFORMATION ON:** Upcoming Projects, Project Updates, Addendums, Project cancellations, Bid [Status] Results, **please** visit our web-site at: <http://itd.idaho.gov> "Doing Business with ITD"

**Mailing Address**

Idaho Transportation Department  
Business and Support Management - Purchasing Unit  
Attention: Evey McAdams  
P.O. Box 7129 - Boise, Idaho 83707-1129

**IDAHO TRANSPORTATION DEPARTMENT (ITD)**  
**INVITATION TO BID (ITB)**  
**DISTRICT SIX – RIGBY IDAHO**  
Janitorial and Maintenance Service  
Sage Junction Port-Of-Entry

**TABLE OF CONTENTS**

**I. SCOPE OF WORK**

1.	DESCRIPTION OF WORK .....	1
2.	PRE-PROPOSAL CONFERENCE .....	1
3.	CONTRACT TERM.....	1
4.	WORK LOCATION.....	1
5.	GENERAL REQUIREMENTS.....	2
6.	PORT OF ENTRY .....	2
7.	WORK DETAIL – CLEANING/SERVICING REQUIREMENTS .....	2
8.	WORK DETAIL – MAINTENANCE REQUIREMENTS.....	5
9.	WORK DETAIL – REPAIR AND REPLACEMENT REQUIREMENTS.....	5
10.	SAFETY REQUIREMENTS .....	6
11.	CONTRACTORS EMPLOYEES. ....	6
12.	CONTRACTOR’S CONFORMITY .....	6
13.	DEPARTMENT’S RESPONSIBILITIES .....	6
13.	METHOD OF PAYMENT.....	8

**II. BID GUIDELINES**

1.	PERFORMANCE.....	9
2.	BIDDING REQUIREMENTS AND CONDITIONS.....	9
3.	IRREGULAR BIDS .....	9
4.	DISQUALIFICATION OF BIDDERS.....	10
5.	BID GUARANTY (FIVE PERCENT BID BOND) .....	10
6.	RETURN OF BID GUARANTY .....	10
7.	PERFORMANCE AND PAYMENT BONDS .....	10
8.	CONSIDERATION OF BID .....	11
9.	BIDDER CHALLENGE TO DEPARTMENT DETERMINATION .....	11
10.	EXECUTION / AWARD OF THE CONTRACT.....	11
11.	FAILURE TO EXECUTE CONTRACT .....	12

**III. TERMS AND CONDITIONS**

1.	STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION .....	12
2.	CONTRACT ADMINISTRATION .....	12
3.	CONTRACT AWARD .....	12
4.	CONTRACT TERM.....	12
5.	CONTRACT RENEWAL CONDITION .....	12
6.	PAYMENT REQUIREMENTS.....	13
7.	CHANGES .....	13
8.	CLAIMS FOR ADJUSTMENT AND DISPUTES .....	13
9.	FORCE MAJEURE.....	13
10.	COMPLIANCE .....	14
11.	TERMINATION .....	14
12.	INDEMNIFICATION .....	14
13.	ILLEGAL ALIENS.....	14
14.	INSURANCE REQUIREMENTS.....	14

**ATTACHMENTS**

Fax Back	Bidders Responsibility	Signature Page
Bid Schedule	Potential Bidders List	ITD Compliance with ADA – Service Animals



**IDAHO TRANSPORTATION DEPARTMENT (ITD)  
INVITATION TO BID (ITB)  
DISTRICT SIX - RIGBY, IDAHO  
JANITORIAL AND MAINTENANCE SERVICE  
SAGE JUNCTION PORT-OF-ENTRY**

**I. SCOPE OF WORK**

**1. DESCRIPTION OF WORK**

ITD is seeking proposals from qualified companies or individuals with experience in Janitorial and Maintenance services to maintain ITD's, District 6 - Sage Junction Port-of-Entry, located on Interstate 15, Mile Post 143, Roberts, Idaho.

In addition to the routine work outlined in this document, the contract requires a capable and authorized Contractor's or their representatives to confer in English with the Senior Port-of-Entry Inspector on an as needed basis, concerning situations and problems that may arise. Prior to commencement of work, the Department will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. At this time, an inspection of the Port-of-Entry will be conducted jointly to document any substandard conditions that may exist. The Department shall be responsible for correction of any substandard items listed.

**2. PRE-PROPOSAL CONFERENCE**

**ALL** potential responders are **REQUIRED** to attend a *pre-bid site inspection* on **September 9, 2010 @ 10:00 am**. All responders will meet at: ITD Sage Junction Port-of-Entry, Interstate 15 (I-15) Mile Post 143, at Roberts, Idaho. Bids submitted by contractors not in attendance will not be accepted.

Questions are due at this time. Any verbal responses are not validated without an issued addendum. It shall be the potential responder's responsibility to view ITD's web-site for issuance of addenda.

**3. CONTRACT TERM**

The term of this contract is for one (1) year with the option to renew for three (3) additional one (1) year terms when mutually agreed upon by both the Contractor and Department. The initial term of this contract shall begin October 1, 2010, unless otherwise stated, after contract award. Renewal will be contingent upon any changes in pricing and/or services, and must be mutually agreed upon by both parties.

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portions thereof, or his right, title or interest therein, without written consent of the Purchasing Agent.

**4. WORK LOCATION**

The Contractor shall provide appropriate personnel to service the Port-of-Entry twice daily, seven (7) days per week for the public restroom area and entrance way, and three times weekly for the Port-of-Entry section which includes the offices, lobby, work room, employee restroom, and the basement area;

the service starting no later than 9:00 AM for the entire Port-of-Entry and no later than 4:00 PM for the twice daily service for the public restroom area and entrance way. The Contractor shall provide additional cleanup and care, if necessary, through temporary closures, holidays, weekends, and periods of high use.

## **5. GENERAL REQUIREMENTS**

Under the terms of this agreement, the Contractor and employees are prohibited from operating or advertising any commercial enterprise or activity on any premises that are the subject of the proposed agreement.

The Contractor shall provide all labor, equipment, tools, materials, and supplies to effectively maintain the Ports of Entry. The Contractor shall provide adequate personnel to maintain the Port-of-Entry facilities in a safe, sanitary, clean, and attractive manner to the satisfaction of the Department. The contractor and their employees shall not accept tips or other gratuities for any service performed in the Ports of Entry.

The Contractor shall provide at no cost to their employees training, testing, information, vaccination (if requested), and appropriate protective equipment in all matters relating to the human hazards due to exposure or contact with blood borne pathogens or diseases. The contractor shall meet all current federal (OSHA) requirements to protect their employees from this exposure.

Guests or immediate family of the Contractor's employees will not be allowed to accompany or assist an employee cleaning unless they are employees of the Contractor.

## **6. PORT-OF-ENTRY**

Work at the Port-of-Entry shall be coordinated with the Senior Port-of-Entry Inspector. The Contractor shall provide the Department with the names and telephone numbers of all on-call supervisory personnel. These on-call supervisory personnel may assist the Department's appointed representative in making random on-site facility inspections and in coordinating other operational requirements.

The Contractor shall promptly notify appropriate authorities of emergencies that occur in the Port-of-Entry. In the event of illness or injury to visitors or others while in the Port-of-Entry, the Contractor's personnel shall call for professional help as requested or deemed appropriate.

The Contractor shall immediately report to the Senior Port-of-Entry Inspector or his representative any suspected hazardous material spills. The Contractor should recognize the hazard and barricade the area. The Contractor shall not attempt cleanup and shall keep people away until qualified authorities decide on proper action.

The Contractor shall report all incidents such as, inoperable facilities, vandalism, camping, etc., to the Senior Port-of-Entry Inspector, or his representative as quickly as possible. The Department shall receive notification of any incidents relative to public health or safety immediately and incidents of a lesser nature during the next normal workday.

## **7. WORK DETAIL - CLEANING/SERVICING REQUIREMENTS**

### **7.1 Restrooms and Building**

Floors, toilet partitions, doors, toilets, urinals, hand dryers, wash basins, soap dispensers and mirrors shall be scrubbed thoroughly twice daily, seven (7) per week for the public restroom area and entrance way, and three times weekly for the Port-of-Entry section which includes the offices, lobby, work room, employee restroom, and the basement area, with additional cleaning as necessary.

A high-strength detergent containing a deodorant and a built-in antibacterial agent shall be used for this purpose. After being washed, fixtures shall be wiped dry with a clean towel and floors shall be dried either by forced air or dry mopping.

Carpeted floors shall be vacuumed and stains removed every other day. Carpeted floors shall be shampooed at least twice each year in the spring and fall. Port-of-Entry tiled floors shall be swept, build-up removed, and waxed once per year.

Garbage containers shall be emptied; cleaned, and lids washed. Soap and paper goods dispensers shall be replenished as necessary. At least one-half roll of biodegradable toilet paper should be in evidence in each stall. Odor-suppressant materials such as urinal blocks and air deodorant shall be used and replenished as determined suitable to control odors.

Windows, walls, ceilings, and light fixtures shall be scrubbed weekly with soap and water, or appropriate cleaner and wiped dry to maintain a clean, smear-free appearance. Daily spot cleaning is to be done as needed. Clean exterior windows, weekly, May through September; weather permitting.

The heating or cooling system shall be operated and maintained as necessary with desired temperature 10°C to 18°C (50°F to 65°F) winter; 18°C to 27°C (65°F to 80°F) summer, to assure proper air circulation/exchange is taking place inside the restrooms.

The Contractor shall provide soap, paper goods; garbage bags (garbage bags shall be at least, 1.35 mil thick linear low density; flat seam trash bags, made from at least 90% virgin material), mechanical or electrical odor control and cleaning supplies. All supplies and materials furnished by the Contractor are subject to prior approval by the Department. Material Safety Data Sheets (MSDS) must be present for all appropriate products.

The Contractor shall immediately remove any graffiti or markings of any kind on any surface inside the restrooms.

## **7.2     Plaza Areas (Outside the Restrooms)**

Concrete walkways, doors, water fountains, benches and display areas shall be thoroughly cleaned each day, with additional cleaning as necessary. Smooth walls and overhead surfaces shall be scrubbed monthly with soap and water and wiped dry to maintain a clean, smear-free appearance. Rough surfaces shall be brushed and/or swept clean as necessary.

The Contractor shall be responsible for removing snow from the concrete pedestrian areas in the Port-of-Entry. Snow and ice shall be removed and/or treated with ice melting chemicals (Ice Slicer granular ice melt, or approved equal). Snow removal and ice control may be required throughout the workday as required to provide bare sidewalks and safe access to restrooms in the designated areas. Ice removal may require the application of ice-melting chemicals. Pickup trucks or heavy tractors with snowplows or blades are not allowed on the designated pedestrian areas in the Port-of-Entry.

### 7.3 Grounds and Parking Lots

All trash, paper, other litter, and pet waste shall be removed from the grounds, and parking areas once per shift, or more often if necessary. All types of litter shall be removed from the surrounding areas daily. All garbage containers shall be emptied; cleaned and lids washed if dirty, and fitted with new garbage bags as often as necessary to avoid overflow.

The Contractor should use their judgment to determine whether an almost empty garbage bag actually needs to be replaced. The Contractor shall notify the Department when garbage containers need repainted or replaced due to damage, normal wear and tear, etc.

The Contractor's vehicles used in the removal of garbage must be maintained in a neat, serviceable condition. Truck beds shall be tight and have enclosed sideboards and covered tops capable of containing the refuse collected.

The Contractor shall remove all garbage collected daily from the Port-of-Entry. Garbage bags placed in garbage storage containers must be tightly secured in order to reduce the risk of creating unsanitary conditions. All garbage must be removed from the Port-of-Entry and disposed of properly after each cleaning or more often as required to keep garbage storage from exceeding capacity. Any costs involved with use of the landfill and arrangement for its use shall be the Contractor's responsibility.

The Contractor shall meet all applicable Federal, State, and Local requirements for solid waste handling, collection, and disposal.

Sidewalks and walkways shall be cleaned once per workday or as needed.

The Contractor shall be responsible for removing snow from the concrete pedestrian areas in the Port-of-Entry. Snow shall be removed and/or treated with ice melt (Ice Slicer granular ice melt, or approved equal) to provide bare sidewalks and safe access to restrooms in designated areas. Snow removal and ice control may be required throughout the workday as required to provide bare sidewalks. Pick-up trucks or heavy tractors with snowplows or blades are not allowed on the concrete pedestrian areas in the Port-of-Entry.

The Department will remove snow from the Port-of-Entry parking lots area.

The Contractor will be required to mow approximately 6300 sq. ft. of grass once per week from May 1 through September 30 (only) of each contract year.

The Contractor will be required to remove all weeds from around the trees and shrubs once per week or more often as necessary from May 1 through September 30 (only) of each contract year.

The Contractor shall immediately remove any graffiti or markings of any kind on any surface in the Port-of-Entry. If the graffiti problem persists and is of a violent or obscene nature, the problem shall be reported to the Senior Port-of-Entry Inspector immediately.

Public telephone booths shall be cleaned and sanitized once per workday; any operational problems are to be reported to the Telephone Company and to the Department.

#### 7.4 Water Supply

The Department will perform all routine maintenance and servicing necessary for proper operation of the water supply and irrigation systems.

#### 7.5 Sewage System

The Department will be responsible for pumping, cleaning, and disposing of sewage from the septic tanks for the Port-of-Entry.

#### 7.6 Irrigation System

The Department will operate and perform all maintenance and routine servicing of the irrigation system.

#### 7.7 Miscellaneous

The Contractor shall be responsible for all keys that were issued by the Department. The keys shall be returned to the Senior Port-of-Entry Inspector upon termination of this contract. Failure to return the keys may result in a core and key(s) replacement charge that will be deducted from the last month's payment.

The Contractor shall provide safe storage for found articles and shall deliver unclaimed articles weekly to the Senior Port-of-Entry Inspector.

### **8. WORK DETAIL – MAINTENANCE REQUIREMENTS**

#### 8.1 The Department Will:

Maintain all fixtures in the rest rooms, including the plumbing fixtures and heating and cooling system.

Maintain all light fixtures, including the high-level parking area lights.

Maintain all trees, shrubs, lawns (except mowing), and landscape areas (shrub beds).

### **9. WORK DETAIL - REPAIR AND REPLACEMENT REQUIREMENTS**

#### 9.1 The Department Will:

Paint or stain the buildings and related structures, replace unserviceable or broken parts in the plumbing, heating and cooling and irrigation system; replace unserviceable or broken fixtures, in the restrooms and Port-of-Entry property.

Be responsible for the sewage system and related facilities, the water system including the well, major plumbing and pump, primary valves and controls for the irrigation system, the heating and cooling system, and electrical repairs.

Reserve the right to make any repairs, remove, or add fixtures, facilities, landscaping or any other improvements or maintenance activity it deems necessary.

## 10. SAFETY REQUIREMENTS

The Department will furnish signs and barricades for emergency closure of the Port-of-Entry. The Contractor shall furnish pedestrian signs deemed necessary to adequately warn or protect the public from possible hazardous conditions. Special precautions must be used when power equipment is operated in the vicinity of pedestrians. **The public shall be permitted use of rest rooms during cleaning if they so request.** The Contractor shall comply with all applicable laws and regulations governing safety, health, and sanitation.

## 11. CONTRACTOR'S EMPLOYEES

Employees shall be neat and clean at all times. Each employee shall wear an easily read identification badge, which contains the Contractor's and employee's names.

Employees are prohibited from having firearms in their possession while on duty.

Employees shall treat the public in a friendly, courteous manner. The public has many questions; employees should be well informed on local road conditions, detours, service stations, motels, restaurants, and tourist attractions.

The Department reserves the right to require the Contractor to remove from the job employees covered by this contract who endanger persons or property, or whose continued employment does not serve the best interests of the Department.

## 12. CONTRACTOR'S CONFORMITY

**STATUE** – Title 56, Section 56-704 and Title 18, Section 18-5812A

The Contractor must comply with the Federal Highway Administration (FHWA) guidelines and the Americans with Disabilities Act (ADA).

The Contractor shall comply with the Department's 'Guide to Compliance with the ADA – Service Animals'.

The Contractor must provide training to *ALL EMPLOYEES* regarding the Service Animal guidelines and compliance.

The Contractor must provide written documentation, stating that ALL EMPLOYEES, employed at the *Sage Junction Rest Area* have in fact:

- ⊕ *Completed and understand the 'Guide to Compliance with the ADA – Service Animals'*
- ⊕ *Documentation shall include the 'date training was offered and completed'*
- ⊕ *Documentation shall include the signature of each employee*

Training documentation must be provided to the ITD Contract Staff member within thirty (30) days after contract agreement has been fully executed. Failure to comply with this statute will result in the termination of contract.

Additional information can be found at: <http://www.usdoj.gov/crt/ada/adahom1.htm>

## 13. DEPARTMENT'S RESPONSIBILITIES



### 12.1 Utilities

The Department will provide all utilities, including electrical, water and sewer for the Port-of-Entry proper.

### 12.2 Grounds, Parking Lot, and Roadway

The Department will be responsible for all repairs to pavement, walks, curbs, and high-level parking lights. If the Department determines that any damage is the result of a negligent act by the Contractor, repairs shall be the responsibility of the Contractor.

### 12.3 Signs and Symbols

The Department will provide all necessary permanent signs and pavement markings. No additional signs shall be installed or erected by the Contractor except those required on a temporary basis to designate rest room cleaning. The Contractor shall do emergency closure of the Port-of-Entry by use of the signs, barricades, and deployment plan provided by the Department. The Department must approve closures. The Contractor shall remove closure signs and barricades when the emergency is over and the Port-of-Entry is to be reopened. The Department shall be notified immediately of such emergency.

### 12.4 Tourist Information

The Department will approve all maps and brochures to be displayed in the Port-of-Entry.

### 12.5 First Aid Supplies

The Department will provide approved first aid kits. The Contractor shall keep the first aid supplies stocked at all times.

### 12.6 Fire Extinguishers

The Department will furnish fire extinguishers for emergency use by Contractor personnel. The Contractor shall be responsible for notifying the Department each time an extinguisher is used or requires servicing or recharging.

### 12.7 Complaints

All letters of complaint directed to the Contractor from the public shall be forwarded to the Department for reply. If appropriate, the Department will provide a copy of the complaint and reply to the Contractor.

### 12.8 Acts of Nature

The Department will be responsible for all damage and other problems caused by acts of nature. If the damage or circumstances are so severe that extended closure of the Port-of-Entry is necessary, the Contractor's duties and compensation may be suspended for the closure period. Compensation will be based on a pro-rated share of a 365-day year.

### 12.9 Inspection

The Department will perform monthly inspections, without advance notice as deemed appropriate by the Department, to ascertain the Contractor's compliance with contract requirements. The Contractor's designated supervisory person may accompany the Department's representative when inspections are made. Unacceptable work determined from the monthly inspection shall require correction within 24 hours, or loss of 50% payment for each day (calculated on a 30 day month) will result until correction is made.

### **13. METHOD OF PAYMENT**

The Contractor shall submit an invoice to ITD the first of each month for the Contract amount for the previous month. Payment will be processed at that time.

## I. BID GUIDELINES

### 1. PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

Oral explanations, instructions, and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data, or interpretations which the Department discovers is lacking and may be important to all bidders will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

### 2. BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. To ensure timely receipt hand delivery is encouraged. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with **BLUE** ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

### 3. IRREGULAR BID

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the *Bid Documents* are not received in a sealed envelope, when received by the Department.
6. If the bidder's signature is not signed in **BLUE** ink on the Signature Page.
7. If *all* Addendums are not signed, [**BLUE** ink] dated and returned with the Bid Documents.
8. If the contractor's Federal Identification number is not inserted on the Signature Page.
10. Contractor's Affidavit are not completed and returned – (*Concerning Alcohol & Drug Free Workplace*)
11. Contractor's Affidavit are not completed and returned – (*Concerning Illegal Aliens*)

#### **4. DISQUALIFICATION OF BIDDERS**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership, or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

#### **5. BID GUARANTY (FIVE PERCENT BID BOND)**

**No bid will be considered unless accompanied by a (5%) guaranty of the character and in an amount not less than the amount indicated on the Bid.**

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond. ***The bid guaranty must be an original with original signatures and be included with the bid documents.***

#### **6. RETURN OF BID GUARANTY (*Five Percent Bid Bond*)**

Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

#### **7. PERFORMANCE AND PAYMENT BONDS**

ON PAGE 15, SUBSECTION 103.04 – BOND REQUIREMENTS: Delete the first paragraph and substitute the following: The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of \$20,000 or 12.5% of the total contract amount, whichever is greater.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.
3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final completion of the contract those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the contract for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

## **8. CONSIDERATION OF BID**

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov> 'Doing Business with ITD', *Bid and Contract Information*, 'ITD Goods and Services'. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

## **9. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION**

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

## **10. EXECUTION / AWARD OF THE CONTRACT**

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State

within **15 calendar days** following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

#### **11. FAILURE TO EXECUTE CONTRACT**

Failure to execute the contract within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

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## **II. TERMS AND CONDITIONS**

### **1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION**

The Standard Specifications for Highway Construction (ITD 2004), the most current Supplemental Specifications, the January 2008 Quality Assurance Manual, the QA Special Provisions are incorporated by reference where applicable to this project. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase. Contractors can download a PDF version, with the most current supplements of the manual at: <http://itd.idaho.gov> – click on 'Publications, Highways; Specifications'.

### **2. CONTRACT ADMINISTRATION**

Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply

### **3. CONTRACT AWARD**

Award of contract will be ALL OR NONE based on the extended unit prices bid.

In the best interest of the State, the Department reserves the right to award multiple contracts – or – reject all bids received and rebid, whichever is deemed best course of action.

### **4. CONTRACT TERM**

The term of this contract consists of a one (1) year period with an option to renew for three (3) additional one (1) year periods upon mutual agreed upon by both the Contractor and Department. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title, or interest therein.

### **5. CONTRACT RENEWAL CONDITION**

If applicable, the Contractor will be notified Ninety (90) days prior to contract expiration, regarding contract renewal. Upon acceptance of renewal Contractor must present their performance and payment bonding for the next contract period - at a minimum of thirty (30) days prior to contract

expiration. If Contractor fails to present evidence of bonding to ITD in the time permitted, contract will be cancelled as noted under TERMINATION, and the contracted project services will be rebid.

*Contractors and suppliers whom fail to renew bonding and, through their actions, cause ITD to cancel and rebid a contract are subject to disqualification from bidding on similar ITD contracts for a period of two (2) years. The determination of contractor or supplier disqualification shall be solely the Department's.*

## **6. PAYMENT REQUIREMENTS**

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

## **7. CHANGES**

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent resulting in the amendment to the contract terms.

## **8. CLAIMS FOR ADJUSTMENT AND DISPUTES**

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall there by waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments, and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

## **9. FORCE MAJEURE**

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all

cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

## **10. COMPLIANCE**

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 10 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

## **11. TERMINATION**

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

## **12. INDEMNIFICATION**

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

## **13. ILLEGAL ALIENS**

The contractor warrants that any contract resulting from this solicitation is subject to Executive Order 2009-10 ([http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009-10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009-10.html)); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

## **14. INSURANCE REQUIREMENTS**



The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

#### **14.1 COMMERCIAL GENERAL LIABILITY INSURANCE**

The CONTRACTOR shall maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage and include personal injury and blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

#### **14.2 LIABILITY INSURANCES**

For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Department. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned, and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

#### **14.3 WORKER'S COMPENSATION**

The CONTRACTOR and all employers providing work, labor, or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

EMPLOYER'S LIABILITY - This coverage is written in conjunction with Worker's Compensation

and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

**State of Idaho as Additional Insured:** The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

**Notice of Cancellation or Change:** The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.



**REQUISITION #:** F-296430

**PROJECT:** Janitorial Services – Sage Jct Port-of-Entry

To Help Us – Help you

**PLEASE Fax Back to:**

**208.332.4109**

Idaho Transportation Department  
Business & Support Management - Purchasing Unit  
PO Box 7129  
Boise, Idaho 83707-1129

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BID CLOSING ON: SEPT. 16, 2010 @ 5:00 P.M.    BID OPENING ON: SEPT 17, 2010 @ 10:30 A.M.

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**INTENTION TO RESPOND**

Please check all that apply

\_\_\_\_\_ Company intends to prepare and submit a proposal to the requisition listed above.

\_\_\_\_\_ Company does not plan to respond.

\_\_\_\_\_ Company intends to attend the **Mandatory** Pre-Bid Conference and Site Visit on: September 9, 10:00 am at the ITD Sage Junction Port-of-Entry, located on Interstate 15 (I-15) Mile Post 143, Roberts, Idaho.

Other Message / Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_

Individual / Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

E-mail: \_\_\_\_\_



## BID SCHEDULE JANITORIAL SERVICES SAGE JCT POE

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All costs, *including hourly rates*, will be included here and will be *fully burdened* to include, but not limited to, wages, transportation, lodging, overhead, and per-diem. All figures shall be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

Requisition Number: F-296430

The term of this contract is for one (1) year with the option to renew for three (3) additional one (1) year terms.

Proposer / Company Name: \_\_\_\_\_

ITEM#	CONTRACT TERM	UOM	DESCRIPTION OF WORK Sage Junction POE	PRICE PER MONTH	EXTENDED TOTAL
1	1 YEAR (12 MONTH PERIOD)	1 MO	Janitorial and Maintenance Services	\$ _____._____	\$ _____._____

AWARD TO BE **"ALL OR NONE"**

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.**



Idaho Transportation Department  
Business and Support Management Purchasing Unit  
PO Box 7129  
3311 West State Street  
Boise, Idaho 83703

**REQUISITION # F-296430**

**REQUISITION TITLE:** Janitorial Services – Sage Junction Port-of-Entry

This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.

Federal Identification Number	Public Works License Number (if required) <b>NOT REQUIRED</b>	Additional License Numbers (if required) <b>NOT REQUIRED</b>		
Company Name		State of Domicile		
Mailing Address	City	State	Zip Code	
Contractor or Authorized Representative's Printed Name		Phone Number (with area code)		
Fax Number (with area code)	Email Address			

**By signing, the contractor acknowledges his/her responsibility for this solicitation, and that he/she will comply with all the terms, conditions, and specifications of this solicitation.**

Contractor or Authorized Representative's Signature	Date Signed
---	-------------

If **not domiciled** in the State of Idaho, please provide an address where business is conducted in the State of Idaho, if applicable:

Mailing Address	City	State	Zip Code
Phone Number	Fax Number		

**This page must be signed with an original signature, and returned with your BID documents!**

**CONTRACTOR'S AFFIDAVIT**  
**CONCERNING ILLEGAL ALIENS**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, being duly sworn upon oath, deposes and says that \_\_\_\_\_  
(Contractor Name)

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State  
Agencies Concerning Public Funds); that \_\_\_\_\_ substantiates that all  
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole  
or part by state funds or federal stimulus dollars can legally work in the United States and complies with  
the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this state  
contract and that \_\_\_\_\_ shall subcontract work only to subcontractors  
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City and State

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE RETURNED WITH YOUR SOLICITATION**

**CONTRACTOR'S AFFIDAVIT**  
**CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath deposes and says that \_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_ complies with the provisions of Section 72-1717 Idaho  
Code (Drug Free Workplace program); that \_\_\_\_\_ provides a drug-free  
(Contractor Name)

workplace program that complies with the provisions of Idaho Code, Title 72, Chapter 17 and will  
maintain such program throughout the life of a state construction contract and that

\_\_\_\_\_ shall subcontract work only to subcontractors meeting  
(Contractor Name)

the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the  
year \_\_\_\_\_.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

**THIS PAGE MUST BE RETURNED WITH YOUR SOLICITATION**

## **Idaho Transportation Department**

### **Guide to Compliance with the ADA – Service Animals**

The Americans with Disabilities Act requires that service animals be allowed entry to public buildings in all areas where the public is normally allowed to go. The following guide has been developed in order to assist those responsible for monitoring the public's access to ITD buildings and facilities.

- A service animal is any guide dog, signal dog, or other animal individually trained to do work or perform tasks for an individual with a disability. The ADA does not limit the kind of animal that can work as a service animal. The majority of service animals is dogs, but can be any breed. Some examples are Seeing Eye dogs, hearing dogs, seizure alert cats, and mobility dogs. A service animal is not a pet.
- Service animals are not required to have a special identification card or wear a special harness, collar, or vest. Not all service animals that are trained for this work receive a certification or I.D. card.
- You may ask if an animal is a service animal, or ask what jobs the animal has been trained to perform, but cannot ask about the person's disability. A service animal can be refused entry if the owner refuses to answer questions about its training.
- People with disabilities who use service animals cannot be charged extra fees, or be treated less favorably than other persons.
- A person with a disability cannot be asked to remove his service animal from the premises unless: (1) the animal is out of control and the animal's owner does not take effective action to control it (for example, a dog that barks repeatedly during a public meeting) or (2) the animal poses a direct threat to the health or safety of others.

In these cases, ITD should give the person with the disability the option to return without having the animal on the premises.

- ITD is not required to provide care or food for a service animal or provide a special location for it to relieve itself. Although not required, ITD does provide water and special relief areas in some of its rest area facilities.
- Allergies and fear of animals are generally not valid reasons for denying access or refusing service to people with service animals.



## BIDDERS RESPONSIBILITY PAGE

### **FOR SEALED BIDS:**

**ALL DOCUMENTS** APPLICABLE AT TIME OF BID must be signed **IN BLUE INK**, dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

### **DISCLAIMER:**

**ALL REQUIRED DOCUMENTS** may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.

- 1) **Bid Schedule** must be completed and signed with an original signature
- 2) **Signature Page**
  - **WHEN REQUIRED** Contractor's **(APPLICABLE)** License Number(s) must be inserted.
  - Page must be signed with an original signature
- 3) **Contractor's Affidavit**
  - Concerning Alcohol and Drug Free Workplace
  - Concerning Illegal Aliens
- 4) **FIVE PERCENT (5%) BID GUARANTY**
  - Bidders Bond or Cashier's Check
- 5) **Addenda**
  - It is the Bidder's responsibility to verify if an addendum was issued.
  - Must be Signed and returned with your Bid Documents.
- 6) **ALL BIDS** must be submitted in a sealed envelope with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 7) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.